



WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to enroll and participate in the program to be conducted on City of Oconomowoc premises, and to accept City services and attend said program for any purpose, including but not limited to observation or use of facilities or equipment, or participation in said program, without respect to location, the undersigned, for himself/herself and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he/she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities and the program. It is further warranted that such entry onto and into the City of Oconomowoc premises for observation or use of City facilities or equipment or participation in such program constitutes an acknowledgment that such premises and all facilities and equipment thereon or affiliated programs have been inspected and carefully considered, and that the undersigned finds and accepts the same as being safe and reasonably suited for the purpose of such observation, use or participation.

In further consideration of being permitted to participate in the aforementioned program for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the aforementioned program, without respect to location, the undersigned hereby agrees to the following:

1. The undersigned hereby releases, waives, discharges, and covenants not to sue the City of Oconomowoc, its officers, employees and agents (hereinafter referred to as "Releasees") including Parents for Youth Football Organization, Town of Ixonia and WIAAYFL . from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any loss or damage and any claims or demands therefor on account of injury to the person or property or resulting in the death of the undersigned, whether caused by the negligence of Releasees or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment therein, or participating in any program affiliated with the City without respect to location.

2. The undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the City premises or in any way observing or using any facilities or equipment of the City or participating in any program affiliated with the City, whether caused by the negligence of the Releasees or otherwise.

3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while in, about or upon the premises of the City and/or while using the premises or any facilities or equipment thereon, or participating in any program affiliated with the City program.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signed the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Dated: _____

Participant's Signature

For Parents/Guardians:

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees and, for myself, my heirs, assigns and next of kin, release and agree to indemnify the Releasees from any and all liability incident to my minor child's involvement or participation in the above program, even if arising from negligence of the Releasees. This release includes release of all costs for medical treatment for which I and my spouse are responsible.

Dated: _____

Parent/Guardian Signature